

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **NORMA NAJERA-MACIAS**, to aid the Museum of Art in teaching the Neighborhood Kids Program at the rate of \$20.00 per hour, not to exceed 10 hours per week and a maximum amount of \$1,080. The term of the contract shall be from June 16, 2004 through August 6, 2004.

ADOPTED this 15th day of June, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACTOR CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **NORMA NAJERA-MACIAS**, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor on behalf of the Museum of Art; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Aid in teaching the Neighborhood Kids Program; will work under the direction of the Outreach Coordinator to guide discussions in the Museum galleries and teach studio activities in the Museum classrooms for children in the Program.

2. TIME OF PERFORMANCE. The services of Contractor are to take place from June 16, 2004 through August 6, 2004.

3. COMPENSATION AND METHOD OF PAYMENT. The Contractor shall be paid an hourly rate of Twenty and 00/100 Dollars (\$20.00), not to exceed 10 hours per week and a maximum amount of \$1,080. The City will provide no fringe benefits. Contractor agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is at Museum of Art, in the City and County of El Paso, Texas, or such other

places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after five (5) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination. The City shall have the right immediately to terminate the Contract for default if the Contractor violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. **NOTICE**. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso
Museum of Art
Attn: Director
One Arts Festival Plaza
El Paso, Texas 79901

CONTRACTOR: Norma Najera-Macias

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 15th day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Norma Najera-Macias
SSN

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Becky Duval Reese, Director
Museum of Art

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary

Date: 6/10/04

NORMA NAJERA-MACIAS

I am seeking a teaching position, full or part time, where my experience and creative potential can be applied towards the development and growth of pre-school/kindergarten children.

PROFESSIONAL EXPERIENCE

Aug 2002-Jan 2004	EPISD – AOY Elementary	Kindergarten Teacher/ 1 st Grade Bilingual
Aug 2001-May 2002	St. Francis On the Hill	Pre-School Teacher
Aug 1991-April 1995	EPISD - Alta Vista Elementary	Second Grade Teacher

EDUCATION/CERTIFICATIONS

December 1990	University of Texas at El Paso	BA Education/Special Ed
December 1990	University of Texas at El Paso	BA Education/Bilingual Ed
LIFE	Texas Teaching Certificate	

REFERENCES

Upon request